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*Attorneys for Plaintiff The Vladimir Gusinsky  
Rev. Trust*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

THE VLADIMIR GUSINSKY REV.  
TRUST, On Behalf of Itself and All  
Others Similarly Situated,

Plaintiff,

v.

ULTRATECH, INC., ARTHUR W.  
ZAFIROPOULO, RONALD BLACK,  
MICHAEL CHILD, PARAMESH GOPI,  
BEATRIZ INFANTE, DENNIS RANEY,  
HENRI RICHARD, VEECO  
INSTRUMENTS INC., and ULYSSES  
ACQUISITION SUBSIDIARY CORP.,

Defendants.

**Case No.: 4:17-cv-01468-PJH**

**CLASS ACTION**

**STIPULATION AND ~~[PROPOSED]~~  
ORDER CONCERNING PLAINTIFF'S  
VOLUNTARY DISMISSAL OF THE  
ABOVE ACTION AND PLAINTIFFS'  
COUNSEL'S ANTICIPATED  
APPLICATION FOR AN AWARD OF  
ATTORNEYS' FEES AND EXPENSES**

WHEREAS, on February 2, 2017, Ultratech, Inc. ("Ultratech" or the "Company") and Veeco Instruments Inc. ("Parent") announced that they had entered into an Agreement and Plan of Merger (the "Merger Agreement"), dated as of February 2, 2017, among Ultratech, Parent, and Parent's wholly owned subsidiary, Ulysses Acquisition Subsidiary Corp. ("Merger Sub," and together with Parent, "Veeco") pursuant to which Merger Sub would acquire all of the outstanding shares of Ultratech and Ultratech stockholders would receive \$21.75 per share in cash and 0.2675 shares of Veeco stock per share of Ultratech common stock (the "Transaction");

1 WHEREAS, on March 13, 2017, Ultratech filed a Preliminary Proxy Statement on  
2 Schedule 14A (the “Preliminary Proxy”) with the SEC. Among other things, the Preliminary  
3 Proxy (i) summarized the Merger Agreement, (ii) provided an account of the events leading up to  
4 the execution of the Merger Agreement, (iii) stated that Ultratech’s board of directors determined  
5 that the Transaction was in the best interests of Ultratech’s stockholders and recommended that  
6 the Company’s stockholders vote in favor of the Transaction, and (iv) summarized the basis for  
7 the fairness opinion by Merrill Lynch, Pierce, Fenner & Smith Incorporated, the financial advisor  
8 to Ultratech;

9 WHEREAS, on March 17, 2017, plaintiff The Vladimir Gusinsky Rev. Trust filed a  
10 purported class action lawsuit in the District Court for the Northern District of California on  
11 behalf of itself and other public stockholders of Ultratech, challenging the adequacy of the  
12 disclosures made in the Preliminary Proxy, captioned *The Vladimir Gusinsky Rev. Trust v.*  
13 *Ultratech, Inc., et al.*, Case No. 4:17-cv-01468-PJH (the “Vladimir Gusinsky Action”);

14 WHEREAS, on March 22, 2017, plaintiffs Michel De Letter and Elizabeth De Letter (the  
15 “De Letter Plaintiffs,” and together with The Vladimir Gusinsky Rev. Trust, “Plaintiffs”) filed a  
16 purported class action lawsuit in the District Court for the Northern District of California, on  
17 behalf of themselves and other public stockholders of Ultratech, challenging the adequacy of the  
18 disclosures made in the Preliminary Proxy, captioned *De Letter v. Ultratech, Inc., et al.*, Case  
19 No. 3:17-cv-01542-WHA (the “De Letter Action”);

20 WHEREAS, the Vladimir Gusinsky Action alleges, among other things, that Defendants  
21 Ultratech, Arthur W. Zafiropoulo, Ronald Black, Michael Child, Paramesh Gopi, Beatriz Infante,  
22 Dennis Raney, Henri Richard, and Veeco (collectively, “Defendants”) committed disclosure  
23 violations under Sections 14(a) and 20(a) of the Securities and Exchange Act of 1934 (the  
24 “Exchange Act”), and Rule 14a-9 promulgated thereunder;

25 WHEREAS, the De Letter Action makes the same allegations against Defendants  
26 Ultratech, Arthur W. Zafiropoulo, Ronald Black, Michael Child, Paramesh Gopi, Beatriz Infante,  
27 Dennis Raney, and Henri Richard;

1 WHEREAS, after negotiations between the parties in the Vladimir Gusinsky Action and  
2 the De Letter Action, on April 24, 2017, Ultratech filed its Definitive Proxy Statement on  
3 Schedule 14A (the “Definitive Proxy”) with the SEC containing supplemental disclosures to the  
4 Preliminary Proxy (the “Supplemental Disclosures”);

5 WHEREAS, Plaintiffs in the Vladimir Gusinsky Action and the De Letter Action agree  
6 that as a result of the filing of the Supplemental Disclosures, the disclosure issues related to the  
7 Transaction identified in both complaints have become moot;

8 WHEREAS, no class has been certified in either the Vladimir Gusinsky Action or the De  
9 Letter Action;

10 WHEREAS, for the avoidance of doubt, no compensation in any form has passed directly  
11 or indirectly to Plaintiffs or their attorneys and no promise, understanding, or agreement to give  
12 any such compensation has been made, nor have the parties had any discussions concerning the  
13 amount of any mootness fee;

14 WHEREAS, on May 18, 2017, the court presiding over the De Letter Action sua sponte  
15 referred the De Letter Action to this Court to determine whether it is related to the Vladimir  
16 Gusinsky Action;

17 WHEREAS, on May 25, 2017, this Court determined that the De Letter Action is related  
18 to the Vladimir Gusinsky Action, and, therefore, reassigned the De Letter Action to this Court;

19 WHEREAS, Plaintiffs’ Counsel believe they may assert a single claim for a fee in  
20 connection with the prosecution of the Vladimir Gusinsky Action and the De Letter Action and  
21 the issuance of the Supplemental Disclosures, and have informed Defendants of their intention to  
22 petition for such a fee if their claim cannot be resolved through negotiations between counsel for  
23 Plaintiffs and Defendants (the “Fee Application”);

24 WHEREAS, the parties agree that the Vladimir Gusinsky Action was filed before the De  
25 Letter Action and that any Fee Application relating to the Supplemental Disclosures will be filed  
26 only in the Vladimir Gusinsky Action and not in the De Letter Action; and

27 WHEREAS, all of the Defendants in the Action reserve all rights, arguments and  
28 defenses, including the right to oppose any potential Fee Application.

1           **IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned  
2 attorneys for the respective parties:

- 3           1.     The Vladimir Gusinsky Rev. Trust hereby agrees to voluntarily dismiss  
4                 the Vladimir Gusinsky Action with prejudice as to only the named  
5                 plaintiff and without prejudice as to the putative class pursuant to Fed. R.  
6                 Civ. P. 41(a)(1);
- 7           2.     Because the dismissal is as to The Vladimir Gusinsky Rev. Trust only and  
8                 no class has been certified, and because no consideration or compensation  
9                 has been given or promised to The Vladimir Gusinsky Rev. Trust or its  
10                counsel, no notice of this dismissal is required to the putative class;
- 11          3.     The parties requests that this Court retain continuing jurisdiction over the  
12                 parties in the Vladimir Gusinsky Action solely for purposes of further  
13                 proceedings related to the adjudication of Plaintiffs' Fee Application. If  
14                 the parties reach an agreement to compromise and resolve the Fee  
15                 Application, they will notify this Court. If no agreement can be reached,  
16                 Plaintiffs will file the Fee Application no later than July 14, 2017;
- 17          4.     This Stipulation is not intended to, and shall not, waive or prejudice any  
18                 right or argument that may be asserted or presented by Plaintiffs or  
19                 Defendants in support of or in opposition to any claim by Plaintiffs for  
20                 attorneys' fees and expenses;
- 21          5.     The Vladimir Gusinsky Action is dismissed with prejudice as to only the  
22                 named plaintiff and without prejudice as to the putative class forthwith;  
23                 and
- 24          6.     All other dates are vacated.

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*Attorneys Defendants Veeco Instruments  
Inc. and Ulysses Acquisition Subsidiary  
Corp.*

#### **ATTESTATION**

I hereby attest that the other signatories listed, on whose behalf this filing is submitted,  
concur in the filing's content and have authorized the filing.

Dated: May 25, 2017

By: /s/ Matthew W. Close  
Matthew W. Close

SO ORDERED this 26th day of May, 2017



Honorable Phyllis J. Hamilton  
United States District Court Judge